

Palmetto Hall



RULES & REGULATIONS

Table of Contents

1. RULES RESPECTING ACCESS, USE OF ROADWAYS & DECALS	5
1.1 Vehicle Gate Passes.	5
1.2 Front Gate Access.	5
1.3 Decals.....	5
a. Resident Decals.....	5
b. Temporary Vehicles.....	5
c. Courtesy Decals.	5
d. Renter Decals	5
e. Guest Vehicle	5
f. Commercial & Personal Service Providers Decals	5
1.4 Guest Pass Privileges.....	5
1.5 Vehicular Rules.....	5
1.6 Vehicle Noise.....	5
1.7 Good Conduct.....	6
1.8 Emergency (call 911 then Security at 843-342-6482)	6
1.9 MLS Real Estate Agents	6
1.10 Real Estate Open Houses (whether Agent or FSBO)	6
1.11 PODS (Portable on Demand Storage) Units	6
2. COMMERCIAL & PERSONAL SERVICE PROVIDERS (collectively “Service Providers”).	6
2.1 Clean up	6
2.2 Damage.	6
2.3 Commercial Service Provider Decals.	6
2.4 Personal Service Providers	7
2.5 Hours of Operation	7
2.6 Violations by Service Providers:	7
3. OCCUPANCY	8
3.1. Occupancy.....	8
3.2. Leasing	8
3.3. New Property Owners.....	8
4. RESTRICTIONS ON TYPES OF VEHICLES.....	8
4.1. Unauthorized Vehicles.....	8
4.2. Golf carts	9
4.3. Bicycles.....	9
5. COMMON PROPERTIES/RECREATION AREAS:.....	9
5.1 Common Properties.....	9

5.2	Recreation Area (Ball Field)	9
5.3	Golf Facilities	10
5.4	Minors shall observe curfew	10
6.	TRESPASSING	10
7.	DECORATIONS	10
8.	PARKING	11
8.1	On Street	11
8.2	Vacant Lots	11
8.3	Service Providers	11
8.4	Parking on Common Property	11
9.	DUTY TO MAINTAIN DRAINAGE	11
10.	PETS, ALLIGATOR AND ANIMAL CONTROL	11
10.1	Pets are limited to three (3) Household Pets	12
10.2	Commercial Breeding	12
10.3	Collars and Leashes	12
10.4	Pet Waste	13
10.5	Inoculation	13
10.6	Beaufort County Animal Control	13
10.7	Offensive Noise	13
10.8	Interference with Alligators and Other Wild Animals	13
11.	LAGOONS/WETLANDS/ FISHING AND VEGETATION	13
11.1	Prohibitions	13
11.2	Fishing	13
11.3	Trees	14
12.	WEAPONS & FIREWORKS	14
13.	NUISANCES/OFFENSIVE ACTIVITIES	14
13.1	Boorish Behavior	14
13.2	Excessive Noise	14
13.3	Electronic Transmitters	14
13.4	Drones	14
14.	OTHER	15
14.1	Garage/Yard Sales are NOT permitted.	15
14.2	Solicitation	15
14.3	Yard Debris	15
14.4	Announcements	15
14.5	Neighbor Disputes are private matters.	15

INTRODUCTION & GENERAL INFORMATION

The following Rules and Regulations were adopted by the Board to further protect the health, safety, and welfare of all of our Members. They further help to preserve our property values and ensure that Palmetto Hall remains the beautiful and peaceable community that it is today.

These Rules and Regulations supplement the covenants and restrictions contained in the Declaration and ARB Standards. Information respecting assessments, procedures for enforcement, easements, mandatory Club membership and many other important matters are addressed in the Declaration. Generally, matters relating to the Board of Directors for the POA can be found in the By-laws and matters pertaining to construction and improvements are located in the ARB Standards. All of the foregoing are available on our website and are collectively referred to as the "Governing Documents". Please note that words that are capitalized (e.g. "Common Property") are typically defined in the Governing Documents.

As a reminder, the ARB Standards are not limited to new construction. They contain important provisions regarding changes to existing Residences, including such things as the installation of playground equipment, pools, and hot tubs. Please review the ARB Standards **before** altering your Residence, as a failure to comply may result in the removal of the improvement, fines, or both.

Your POA takes violations of the Governing Documents seriously and will endeavor to enforce their terms promptly and equitably. Violations can, in many cases, result in the issuances of warnings, impositions of fines, and other sanctions, including, but not limited to, temporarily suspending the right to call in Guest Passes, or even vote. Fines are treated in the same manner as assessments and shall constitute a lien on your Residence. Please review the Enforcement Provisions attached hereto to familiarize yourselves with our policies respecting the foregoing. A copy of the current fine schedule is attached see Appendix A.

As always, if you have any questions or concerns regarding the Governing Documents, you may contact the POA office at any time during regular business hours and we will be happy to assist you.

ALL OWNERS ARE RESPONSIBLE FOR COMPLYING WITH THE GOVERNING DOCUMENTS AND SHOULD FAMILIARIZE THEMSELVES WITH THEIR TERMS. OWNERS ARE ALSO ACCOUNTABLE FOR VIOLATIONS BY FAMILY MEMBERS, TENANTS, GUESTS AND INVITEES AND MAY BE FINED OR SANCTIONED ACCORDINGLY.

1. RULES RESPECTING ACCESS, USE OF ROADWAYS & DECALS

The roadways of Palmetto Hall (“PH”) are private. They are maintained by the POA. The POA reserves the right to limit or deny admission to any guest or vehicle, for safety or security reasons.

- 1.1 **Vehicle Gate Passes** are required and must be appropriately displayed.
- 1.2 **Front Gate Access (on Fort Howell)** is the only authorized entrance and exit to and from PH for vehicular traffic. An airphone device is located at the sliding gate from Hills 4-5 cart path. PH residents can request remote access for golf carts, bicycles, and foot traffic during limited hours.

- 1.3 **Decals- Bar Code decals will be issued to Palmetto Hall residents for the duration of the time they reside in the community. The bar code decal will be disabled when the property closes or when a lease expires without renewal.**

Bar Code Decals are issued by the POA office upon application and presentment of valid vehicle registration and proof of insurance. **Bar code decals are non-transferable.**

- a. **Temporary Vehicles:** Residents/Owners utilizing a temporary vehicle, such as a rental car or truck, must obtain a temporary pass from security and use their PIN number for the duration of such use.
 - b. **Courtesy Decals:** PH may issue upon request, a “courtesy bar code decal ” for family members that reside within 50 miles of PH.
 - c. **Renter decals** are issued by the POA office upon Owner’s submission of the rental lease agreement and verification of Tenants’ vehicle registration(s). Renters are permitted to call in guest passes and may obtain a 2-week guest pass for visiting family members. Courtesy bar code decals will not be issued to renter’s family members.
 - d. **Guest Vehicle Pass:** Guest passes may be obtained online on the Website. Guest passes should only be requested for the number of days the guest is expected to be in PH and may not exceed 14 days. Daily guest passes will be issues to drivers under the age of 18.
 - e. **Commercial & Personal Service Providers Decals-** See Rules and Regulations Section 2 Commercial & Personal Service Guidelines
- 1.4 **Guest Pass Privileges** will be denied to Owners (including their Tenants) who have unpaid Assessments or outstanding fines.
 - 1.5 **Vehicular Rules:** All drivers must obey State and Local laws respecting the use and operation of their vehicles; obey all traffic directions by PH security officers; and have on their person a valid, current U.S.A. based driver’s license.
 - 1.6 **Vehicle Noise:** Vehicles operating within PH shall be equipped with a muffler in good working order and in constant operation to prevent excessive exhaust or unusual noise.

- 1.7 **Good Conduct:** While in PH, guests and visitors will be required to adhere to generally accepted standards of good conduct. Improper conduct may result in the guest or visitor being removed from PH by security and/or the Beaufort County Sheriff.
- 1.8 **Emergency Vehicles** are allowed entry. In case of an emergency, call 911 first and then call Security at 843-342-6482.
- 1.9 **MLS Real Estate Agents** will be granted unrestricted access to PH to show listed property during the hours of 7:00 AM to 7:00 PM, seven (7) days a week. Agents must transport their clients while touring homes in Palmetto Hall.
- 1.10 **Real Estate Open Houses (whether Agent or FSBO)** must be scheduled through the POA office the Tuesday prior to the event. Balloons may be used as a sign marker on the property mailbox, provided they are placed out not more than one hour prior to the time advertised and removed as soon as the open house has ended. If not removed in a timely manner, Security will remove the balloons and the realtor/owner will not be permitted to use balloons the next time there is an open house. Realtor signs are not permitted.
- 1.11 **PODS (Portable on Demand Storage) Units** can be delivered to a residence with prior POA approval. The POD should remain in the driveway for the shortest possible duration of time, based on the local franchise delivery schedule. PODS are charged a contractor entrance fee to drop off, but no fee is charged to pick up.

2. COMMERCIAL & PERSONAL SERVICE PROVIDERS (collectively “Service Providers”)

- 2.1 **Clean up:** Service Providers are responsible for cleaning up their work areas each day – no trash, mud or debris may be left visible on the work site or street in front of the work site.
- 2.2 **Damage caused by a Service Provider:** Service Providers are liable for any damage to Common Property. Failure to repair the damage or reimburse the POA for the costs thereof, will result in denial of access and may result in such Service Provider being banned from conducting further work within PH.
- 2.3 **Commercial Service Provider Decals:** All Commercial Service Providers are required to purchase a decal for every vehicle requiring access. Transferrable decals and Guest Passes will not be issued. Yearly and Semi-Annual (beginning July 1) Commercial Decals are sold at the POA Office during normal business hours and must be affixed to the vehicle designated in the application. Daily passes may be purchased at the

Security Gate. Decals will be issued only to vehicles displaying the Commercial Service Provider's name, and upon completion of an application, presentment of current vehicle registration, proof of insurance and a valid driver's license. Prices vary based on duration and number of axles. Certain commercial vehicles, including mail carriers, Fed Ex, UPS, school buses and newspaper deliverers, municipalities, and utilities are exempt from decal requirements. Contract Service Providers quoting estimates for prospective jobs may receive one free day pass per Owner or Resident, per prospective job. Food deliveries, florist deliveries, ride sharing services, and taxi/limousine services will be admitted free of charge upon notification by the resident to the security gate that a delivery or ride is expected. This exemption applies to light duty delivery services only.

2.4 **Personal Service Providers:** Qualified Personal Service Providers must be registered with the Security Gate. See *Personal Service Form on the Website*. The Personal Service Providers list is updated annually on January 1st. Residents are responsible for filling out a new Personal Service Form annually to ensure access. When services are terminated, Residents must notify the Security Gate, so the Personal Service Provider's access can be restricted. Personal Service Providers are not charged a fee.

2.5 **Hours of Operation:** Service Providers may work between the hours of 7:00 A.M. and 7:00 P.M. Monday through Friday. In addition, Landscapers may work on Saturdays between the hours of 9:00 A.M. and 5:00 P.M. Service Providers are prohibited from working outside the foregoing hours of operation in the absence of written approval by the POA Manager, which permission may be granted for good cause shown by the Owner in the POA Manager's sole discretion. Emergency access involving mitigation of eminent damage to property or hazardous condition may be obtained at the security gate subject to purchase of any requisite Decal. Notwithstanding the foregoing, certain Personal Service Providers, such as babysitters, pet sitters, and home health care representatives are permitted to work outside of the stated hours of operation. Residents should contact the POA office if they are uncertain whether a particular Personal Service Provider qualifies for extended hours of operation.

2.6 **Violations by Service Providers:**

(a) Violations of these Rules and Regulations by Service Providers will result in the denial of access. Access may be renewed at the discretion of the POA Manager.

(b) Damages to Property: If a Service Provider causes damage to the Common Property, the POA will advise the Service Provider in writing of the damages and give the Service Provider ten (10) days from the date of such notice to rectify the damage. If the Service

Provider fails to remedy the damage within the time so allotted, the POA shall have the right, in addition to any other rights it may have under law, to take any or all of the following measures: bring a suit for damages against the Service Provider, repair the damage and assess the cost thereof to the Service Provider, and/or deny access to the Service Provider. Emergency conditions requiring immediate repair (e.g. a water line break or exposed electrical), shall not require advance notice.

- (c) Other Violations: Violations of the ARB Guidelines shall be handled in accordance therewith. For any other violations not expressly addressed herein, the POA shall provide notice to the Service Provider of the violation indicating what disciplinary measures, if any, the POA intends to take in response.
- (d) Notices: Any notices required to be given to the Service Provider shall be sent via email to the email address provided in the Service Provider's decal application or the Personal Service Form and will be deemed given on the date sent. A courtesy copy of such notice may also be provided to the Resident and/or Owner at the discretion of the POA.

3. OCCUPANCY

- 3.1. **Occupancy** of a newly constructed Residence is not permitted prior to the issuance of a Certificate of Occupancy from the appropriate governmental agency.
- 3.2. **Leasing** requires execution of a written lease agreement for a term no less than six (6) months (the "Lease"). The lease must contain language obligating the tenant to comply with all Governing Documents. A fully executed copy of the Lease must be provided to the POA prior to the commencement date thereof. Tenants will not be granted access until a lease is supplied and the renter participates in an orientation with the POA and is issued a bar code decal or a pin number
- 3.3. **New Property Owners** must contact the POA office for a new owner orientation before a Bar Code Decal, will be issued. If access is needed prior to orientation, the new owner must contact the POA office for temporary access.

4. RESTRICTIONS ON TYPES OF VEHICLES

- 4.1. **Unauthorized Vehicles** (e.g.boats, boat trailers, camper trailers,

recreational vehicles, motorcycles, motorbikes, trucks, or utility trailers – *See Declaration Part II, Article III, Section 3.22* are permitted to enter PH **only when an unauthorized vehicle request has been made and obtained from the POA Manager**. The Unauthorized Vehicle must use the visitor's lane to confirm access approval, proceed directly to the Residence, and remain parked in the garage, or in the least conspicuous area on the Resident's driveway. The vehicles may not be parked on the Common Property, which includes roadways. An Owner or Resident must fill out an *Unauthorized Vehicle Request (see Website)* and submit it to the POA Office at least 48 hours in advance of the requested access. Applications will be evaluated and may be denied or approved in the POA Manager's sole discretion. Unless specifically authorized for official POA business, no person shall operate or park any All-terrain Vehicle (ATV) (straddle seating, handlebar steering, 3 or 4 wheels), any Utility Task Vehicle (UTV), Side by Side (SXS) or Recreational Off-road vehicle (ROV) (side by side seating and 4 wheels) on any Palmetto Hall Property Owners Association property to include roads, cart paths, easements, and rights of way.

- 4.2. **Golf carts** shall be operated in accordance with all State and Local laws and must display a current SCDMV decal, as well as a Palmetto Hall Golf Cart decal, on the windshield. Please refer to the Palmetto Hall Golf Cart Policy for details regarding the golf cart criteria, and registration information for golf carts in Palmetto Hall.
- 4.3. **Bicycles** may be used by Owners and Residents and guests (while in their company) throughout PH. Riders must comply with all applicable South Carolina laws regarding the operation of bicycles on roadways shared with motor vehicles, including riding single file, with traffic. All bike riders must enter and exit PHP through the front gate.

5. COMMON PROPERTIES/RECREATION AREAS:

- 5.1 **Common Property** including the recreational area located in Tucker Ridge bordering the corner of Fish Haul and Beach City Roads and adjacent to the Fort Howell Land Trust (the "Recreation Area") are for the use and enjoyment of Owners, Residents and their guests, at their own risk. Use of the Common Property should be guided by polite consideration toward the PH community as well as observance of the Governing Documents. When walking on the roadways (*See attached Table identifying the Right of Way for Roadways within PH*), please walk against traffic. Activities such as littering, removal of plant or soil material, excessively disruptive use and the like are not permitted on the Common Property.
- 5.2 **Recreation Area (Ball Field located in Tucker Ridge)** can be reserved by

Owners or Residents for personal use or team practices (when they or their immediate family member, is on the team). Reservations must be made with the POA office. *Waiver of Liability* forms, which can be obtained from the POA office, must be signed, and returned to the POA office prior to use.

- 5.3 **Golf Facilities**, including courses, swimming pool and tennis courts, club house, practice range and parking lots **are not** part of the Common Property of the POA. They are the property of the Club and the use and enjoyment of those facilities is for the Club members and their guests in accordance with the Club Rules. Notwithstanding the foregoing, the following activities are prohibited, and violations of this Rule 5.3 may be enforced by the POA:
- (a) Interference by pets on the golf course such as barking, chasing or threatening;
 - (b) Walking or running on the golf course or golf cart paths;
 - (c) Biking on the golf course or golf course paths;
 - (d) Picking up balls, or like interference with play; or
 - (e) Traversing through the golf course to exit or enter PH.
- 5.4 **Minors** shall observe curfew between the hours of 12 AM (midnight) to 6:00 AM unless: accompanied by a parent, guardian, or legal custodian; returning to their Residence by vehicle directly from a point of entrance or place of employment within PH (i.e. babysitting, pet sitting, etc.), involved in an emergency; or attending an event supervised by a parent, guardian, host, or legal custodian.

6. TRESPASSING

Trespassing by persons found not to be an Owner, Resident, or authorized guest, is prohibited. If a resident or property owner suspects someone of trespass within PH, they are directed to call security. Unauthorized intrusion by a Resident or Owner on the Lot of another shall also constitute a trespass. However, in the absence of any threat of harm, such trespass should be reported to the POA Manager for further resolution, rather than to Security. Access by the POA as authorized by the Governing Documents, is not a trespass. (See *Declaration, Article III, Section 3.24 and Article VI, Section 6.5*). Additionally, registered golfers and their caddies (but not their carts) may enter upon any Lot adjacent to the golf course for the purpose of retrieving a golf ball, provided they do not play a shot, disturb any plants, or spend an unreasonable amount of time looking for a ball or in any other way become a nuisance. INTERFERENCE WITH THE FOREGOING RIGHTS OF ENTRY SHALL BE A VIOLATION OF THESE RULES.

7. DECORATIONS

Holiday Decorating is welcome subject to the following schedule:

Halloween: October 1 until November 15

December Holidays: The weekend prior to Thanksgiving until January 15
Other Holidays: No earlier than 2 weeks prior to and no later than one (1) week thereafter.

8. PARKING

Parking, other than in a garage or Residence driveway, is **prohibited** except as otherwise provided for herein. When the number of cars exceeds the capacity of the Owner's driveway, or the driveway is otherwise inaccessible, vehicles may be parked **temporarily** as follows:

- 8.1 **On Street** with all wheels on the paved roadway on the Residence side of the road only, headed in the same direction as the normal traffic flow and not obstructing any driveways, fire hydrants, street signs, or median cuts. Due to required emergency vehicle clearance of 15 ft., vehicles are not to be parked on both sides of the street. Security must be notified by the Owner or Resident if a vehicle (other than Service Providers) will be parked on the roadway for more than three (3) hours at a time. Owners or Residents having a party or other event that might cause vehicles to be street-parked beyond their property line should notify their neighbors in advance.
- 8.2 **Vacant Lots** may not be parked on without express permission from the Owner of that Lot.
- 8.3 **Service Providers** should park at the Residence or Lot, where they are providing services. If such vehicle must park on the street, traffic safety cones must be placed in the front and rear of the vehicle. Commercial vehicles that do not have cones properly placed will be instructed to leave PH and may only return when they have the required traffic cones. In no event shall a Service Provider Park a vehicle within PH outside of the authorized Hours of Operation (*See Section 2.5 above*).
- 8.4 **Parking on Common Property** (other than Streets) is prohibited. This includes but is not limited to the islands, medians, eyebrows, drainage easements, and unpaved rights of way). These areas may have irrigation systems that could be damaged by a parked vehicle.

9. DUTY TO MAINTAIN DRAINAGE

The original grading of the drainage swales must be maintained by the Owner at their expense. Culverts under driveways must remain clear of debris.

10. PETS, ALLIGATOR AND ANIMAL CONTROL

10.1 **Pets** are limited to three (3) Household Pets. See *Declaration, Article III, Section 3.15*. Exotic animals (e.g., monkeys, pythons, etc.), farm animals (e.g. *chickens, pigs, miniature horses etc.*) are not permitted unless approved in writing by the POA Manager, in his or her sole discretion. Vicious Canines [*i.e. American Pit Bull Terriers, American Staffordshire Terriers, Stafford Bull Terriers, Rottweilers, or any dog that, in the discretion of the Board, exhibits physical characteristics which predominately conform to the standards established by the American Kennel Club (AKC), the United Kennel Club (UKC), or the American Dog Breeders Association (ADBA) for any of those breeds; or any other dog, regardless of breed, that the Owner or Resident knows, or should have known, has attacked, bitten, or otherwise harmed any person or animal*] are not allowed. Dogs that meet the description of a specific breed type defined herein as a Vicious Canine belonging to an Owner as of April 1, 2018, shall be considered “grandfathered in” and shall not automatically be required to remove unless the Owner knows the animal has previously attacked, bitten or otherwise harmed any person or pet. Tenants, who are in possession of the aforementioned breeds as of April 1, 2018, shall not be allowed to renew such lease unless the Vicious Canine is removed from the Property and may be subject to eviction for violations of this provision. If a pet attacks, bites, or otherwise harms any person or pet in PH (or threatens to attack, bite, or otherwise harm any person), the Board may, in its sole and absolute discretion, require that the dog be permanently removed from the Property and assess the costs for such removal to the Owner and/or Resident of the Lot or Residence where the pet resides.

PH does not maintain a pet registration system; however, Owners are responsible for advising the POA if they, or anyone residing in their Residence, has a dog meeting the description of a Vicious Canine. If a Resident has reason to believe a Vicious Canine is being maintained on the Property in violation of this provision, they should report the matter to the Association Manager.

10.2 **Commercial Breeding or Boarding Services** of animals is not permitted in PH.

10.3 **Collars and Leashes** must be worn at all times while a Pet is off your Lot. With the exception of Vicious Canines that are considered “grandfathered in”, which animals must be contained indoors and walked on a leash at all times, invisible fences may be used. Owners and Residents remain responsible for any Pet or approved animal that leaves its Lot. From the effective date of these Rules and Regulations, no new installation of an invisible fence may be located within any road right of way. Existing

installations are unaffected by this change; however, the Association reserves the right to require an existing invisible fence to be relocated beyond the right of way as a condition of any ARB approval respecting changes to a Residence. Pets must not agitate or molest a passerby, attack other animals, trespass on private property, be repeatedly at large, damage private property, disturb the peace, or swim in a lagoon.

- 10.4 **Pet Waste** is the responsibility of the Owner or Resident and shall be cleaned up and disposed of in a sanitary manner. Pet owners shall maintain sanitary conditions on all property to prevent the spread of parasites or infectious disease.
- 10.5 **Rabies Inoculation** of dogs and cats (at least 3 months of age) is required.
- 10.6 **Beaufort County Animal Control** may be notified if an animal is running at large, is in distress due to exposure or neglect, or poses a danger.
- 10.7 **Offensive Noise**, including loud or habitual barking, is prohibited.
- 10.8 **Interference with Alligators and Other Wild Animals** is forbidden and is against State Law. Aggressive behavior from wildlife within PH should be reported to the POA Manager (during regular business hours) or Security (during non-office hours). The appropriate POA personnel will investigate the matter and determine, in the POA's sole discretion, whether to involve the appropriate animal control authorities. The POA will not be responsible for charges incurred for the removal of any animal not authorized by the POA in accordance with this policy. Please note that if an aggressive alligator is removed, the Dept. of Natural Resources may require that the alligator be destroyed. This decision is not to be made lightly. When assessing the situation, it should be taken into account that wildlife is very rarely aggressive, and usually becomes aggressive only when taunted physically or baited with food.

11. LAGOONS/WETLANDS/ FISHING AND VEGETATION

- 11.1 **Prohibitions:** The Declaration (and many State and Federal laws) prohibit any activity which would damage or destroy any lagoon or wetland. Thus, the following are prohibited:
 - a) discharge of swimming pool water into a lagoon;
 - b) stock with fish or other creatures into a lagoon;
 - c) put chemicals or devices into a lagoon;
 - d) harass or bait the alligators or other wildlife,
 - e) take any other action(s) that may be harmful to either the lagoons or wetlands; or
 - f) swim (or allow your pets) to swim in the lagoons.
- 11.2 **Fishing:** Fishing from Common Property is permitted on a catch and

release basis only. Lagoons are filled with surface run-off and recycled “gray” water and should never be consumed. Fishing is at the risk of the participants and subject to injury from water birds, snakes, and alligators. Fishing on private property, including Club courses, is prohibited without the express permission of the Owner.

- 11.3 **Trees:** Protective tree ordinances apply to all properties on Hilton Head and should, together with any applicable ARB Standards, be consulted before removing any trees on Lots. In the event an Owner or Resident believes a tree located on Common Property or the Club property to be diseased, leaning, or a danger to the community, such Owner or Resident should contact the POA Manager regarding the condition. If the condition is located on another Lot, it is a private matter. The POA recommends that neighbors work such issues out among themselves with the assistance of a professional arborist and/or their insurance adjuster.

12. WEAPONS & FIREWORKS

The use of firearms, archery equipment, blowguns, paintball guns, bb guns, pellet guns, slingshots, crossbows, other weapons, or fireworks are prohibited. Violators will be responsible for any damages caused by their actions and subject to fines and applicable law.

13. NUISANCES/OFFENSIVE ACTIVITIES

- 13.1 **Boorish Behavior** (designed to embarrass, discomfort, or annoy) or the use of offensive language or gestures towards other Residents, the POA Board, its employees, agents and/or contractors is strongly discouraged.
- 13.2 **Excessive Noise** is prohibited after 10:00 pm on weekdays and 11:00 pm on weekends and holidays. Exceptions must be approved by the POA Manager. Noise from landscape or other equipment may not be operated before 7:00 am or after 7:00 pm. with the exception of Golf Course maintenance, which is not controlled by the POA and may be conducted by the Club during other hours.
- 13.3 **Electronic Transmitters** such as remote-control devices, wireless routers for in-home networks (the wireless home networks should be encrypted/password protected); and gaming and audio/video devices are permissible. Such transmitters may, however, be prohibited from operation in individual circumstances by the POA Manager, if such transmitter interferes with the use and enjoyment of other Residents. All approved transmitters must comply with FCC rules.
- 13.4 **Drones** are permitted provided they conform to FAA rules. Please note that PH is proximate to the Hilton Head Airport and as such, air restrictions may

apply. Owners and Residents are solely responsible for any use or damage resulting from the use of a drone.

14. OTHER

- 14.1 **Garage/Yard Sales** are NOT permitted.
- 14.2 **Solicitation** of any kind is not permitted within PH absent the express approval of the POA Manager, in his or her sole discretion. Unauthorized solicitation should be reported to the POA Office.
- 14.3 **Yard Debris**, including grass, shrubbery cuttings, tree limbs, etc. may not be held for disposal on any Lot or Common Property except on Community Yard Pick Up days, which are typically scheduled twice per year. All yard debris must be disposed of immediately after the work is completed. Yard debris may be taken to the Hilton Head Convenience Center, located at 26 Summit Drive off Dillon Road.
- 14.4 **Announcements** may be placed, in the printed newsletter, or the weekly blast, with the prior approval of the POA Manager. Such announcements must be relevant to the PH community. Information concerning a Minor must have parental approval.
- 14.5 **Neighbor Disputes** are private matters. The POA will not get involved unless it involves a violation of Governing Documents.

Roadway Measurements / Right of Ways (ROW) / Utility Easements

Street	ROW Owned by POA	Street Width of Pavement	ROW encroachment into Lots	Utility Easements Measured from Edge of ROW
Fort Howell to Wild Bird	70 Feet	24 Feet	23 Feet	10 Feet
Wild Bird to 2 nd Sedge Fern	60 Feet	24 Feet	18 Feet	10 Feet
2 nd Sedge Fern to End of Ft Howell	50 Feet	24 Feet	13 Feet	10 Feet
Other Roads	50 Feet	24 Feet	13 Feet	10 Feet